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8

9 **UNITED STATES DISTRICT COURT**

10 **DISTRICT OF NEVADA**

11
12 **HELPING HANDS WELLNESS CENTER,**
13 **INC., a Nevada corporation,**

14 **Plaintiff,**

15 **v.**

16 **LUSINE DANAYAN, an individual; JACK**
DANAYAN, an individual,

17 **Defendants.**

CASE NO.:

Eighth Judicial District Court of the State of
Nevada in and for the County of Clark

State Court Case No.: A-19-794924-B

State Court Dept. No.: XI

**DEFENDANTS' PETITION FOR
REMOVAL**

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DEFENDANTS' PETITION FOR REMOVAL

TO: THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEVADA

PLEASE TAKE NOTICE that pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, Defendants LUSINE DANAYAN and JACK DANAYAN ("DEFENDANTS"), by and through their attorneys of record, WOOD SMITH HENNING & BERMAN, LLP, hereby remove the above-captioned action from the Eighth Judicial District Court of Clark County, Nevada to the United States District Court for the District of Nevada. Removal is warranted under 28 U.S.C. §§ 1332 (a)(1) because this is a civil action between citizens of different states and the amount in controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs.

1. On May 16, 2019, Plaintiff HELPING HANDS WELLNESS CENTER, INC., filed an action (Complaint) entitled *Helping Hands Wellness Center, Inc. v. Lusine Danayan, et al.* in the Eighth Judicial District Court of Clark County, Nevada, in case number A-19-794924-B, assigned to Department XI. Defendants Lusine Danayan and Jack Danayan were served with a copy of the Summons and Complaint on May 23, 2019. A true and correct copy of the Summons and Complaint in this action is attached hereto, as **Exhibit "A."**

2. No proceedings have been had in the state court action.

3. As more fully set forth below, this case is properly removed to this Court pursuant to 28 U.S.C. §§ 1332 (a)(1) because this is a civil action between the citizens of different states and the amount in controversy exceeds the sum or value of \$75,000.00 exclusive of interest and costs.

I. DEFENDANTS HAVE SATISFIED THE PROCEDURAL REQUIREMENTS FOR REMOVAL

4. Defendants Lusine Danayan and Jack Danayan was served with a copy of the Summons and Complaint on May 23, 2019.

5. The Eighth Judicial District Court of Clark County, Nevada is located within the United States District Court for the District of Nevada. Thus, venue is proper in this Court and under 28 U.S.C. § 108 because it is the "district and division embracing the place where such action is pending." *See U.S.C. § 1441(a).*

6. No previous request has been made for the relief requested herein.

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
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LAS VEGAS, NEVADA 89128-9020
TELEPHONE 702 251 4100 ♦ FAX 702 251 5405

7. Pursuant to 28 U.S.C. § 1446(a), a copy of all process, pleadings, and orders served upon DEFENDANTS, which papers include the Summons and Complaint, are attached hereto, as **Exhibit "A"**. Pursuant to 28 U.S.C. § 1446(d), a copy of this Petition For Removal is being served on counsel for Plaintiff and a copy is being filed with the Clerk of the Eighth Judicial District Court of Clark County, Nevada.

II. REMOVAL IS PROPER BECAUSE THIS COURT HAS SUBJECT MATTER JURISDICTION UNDER 28 U.S.C. §§ 1332 AND 1441

8. This Court has subject matter jurisdiction under 28 U.S.C. § 1332(a)(1) because this is a civil action between Plaintiff, a Nevada corporation, and Defendants, Lusine Danayan and Jack Danayan, citizens of the state of California, and the amount in controversy exceeds the sum or value of \$75,000.000, exclusive of interests and costs.

A. *The Amount In Controversy Requirement Is Satisfied.*

9. Plaintiff alleges damages arising from an alleged breach of contract and breach of the implied covenant of good faith and fair dealing. Plaintiff alleges damages "in excess of \$10,000.00" as required by Nevada law. Plaintiff also alleges that Defendants demanded an immediate payment of \$750,000.00 in exchange for executing the settlement documents. Finally, Defendants allege that they have invested in excess of \$300,000.00 into Plaintiff. As such, the alleged damages are in excess of \$75,000.00 in total damages.

B. *There Is Complete Diversity Between Plaintiff and Defendants.*

10. Upon information and belief, and as alleged in the Complaint, Plaintiff is a Nevada corporation.

11. Defendants, Defendants Lusine Danayan and Jack Danayan, are and were at all times relevant hereto, citizens of the state of California.

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1 WHEREFORE, DEFENDANTS respectfully remove this action from the Eighth Judicial
2 District Court of Clark County, Nevada, in case number A-19-794924-B to this Court pursuant to 28
3 U.S.C. § 1441.

4 May 24, 2019

5 WOOD, SMITH, HENNING & BERMAN LLP
6 Attorneys at Law

7
8 By /s/ Christina M. Mamer

9 JOEL D. ODOU

10 Nevada Bar No. 7468

11 CHRISTINA M. MAMER

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CERTIFICATE OF SERVICE

I hereby certify that on this 24th day of May, 2019, a true and correct copy of **DEFENDANTS' PETITION FOR REMOVAL** was served via the United States District Court CM/ECF system on all parties or persons requiring notice.

By /s/ Alex J. Moya
An Employee of
WOOD, SMITH, HENNING & BERMAN LLP

WOOD, SMITH, HENNING & BERMAN LLP
Attorneys at Law
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Exhibit A

Electronically Issued
5/16/2019 11:25 AM

SUMM

Jared Kahn, Esq.
Nevada Bar # 12603
JK Legal & Consulting, LLC
9205 West Russell Rd., Suite 240
Las Vegas, NV 89148
P: (702) 708-2958
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CASE NO: A-19-794924-B
Department 13

*Attorneys for Helping Hands
Wellness Center, Inc.*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

HELPING HANDS WELLNESS)
CENTER, INC., a Nevada corporation,)

Plaintiff,)

vs.)

LUSINE DANAYAN, an individual;)
JACK DANAYAN, an individual.)

Defendants.)

CASE NO:
DEPT NO.:

**SUMMONS
(Lusine Danayan)**

SUMMONS

NOTICE: YOU HAVE BEEN SUED. THE COURT MAY DECIDE AGAINST YOU WITHOUT YOUR BEING HEARD UNLESS YOU RESPOND WITHIN 20 DAYS. READ THE INFORMATION BELOW.

TO THE ABOVE-NAMED DEFENDANT: You are hereby summoned and required to serve upon Plaintiff's attorney, whose address is set forth below, an Answer to the Complaint which is herewith served upon you, within 20 days after service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

1. If you intend to defend this lawsuit, within 20 days after this Summons is served on you, exclusive of the day of service, you must do the following:
 - a. File with the Clerk of this Court, whose address is shown below, a formal written

1 response to the Complaint in accordance with the rules of the Court, with the
2 appropriate filing fee.

3 b. Serve a copy of your response upon the attorney whose name and address is
4 shown below.

5 2. Unless you respond, your default will be entered upon application of the Plaintiff and
6 failure to respond will result in a judgment of default against you for the relief demanded
7 in the Complaint, which could result in the taking of money or property or other relief
8 requested in the Complaint.


9 3. If you intend to seek the advice of an attorney in this matter, you should do so promptly
10 so that your response may be filed on time.

11 4. The State of Nevada, its political subdivisions, agencies, officers, employees, board
12 members, commission members and legislators each have 45 days after service of this
13 Summons within which to file an Answer or other responsive pleading to the Complaint.

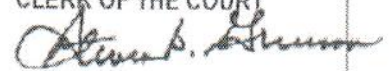
14 STEVEN D. GRIERSON
15 Clerk of Court

16 Submitted by:

17 
18 Jared B. Kahn, Nevada Bar #: 12603
19 9205 West Russell Rd., Suite 240
20 Las Vegas, NV 89148
21 Ph: (702) 708-2958
22 Fax: (866) 870-6758
23 Jkahn@jk-leglaconsulting.com
24 Attorneys for Plaintiff

25 By:  5/16/2019
26 Deputy Clerk Courtney Hoskin Date
27 Regional Justice Center
28 200 Lewis Avenue
Las Vegas, NV 89155

Electronically Filed
5/16/2019 11:25 AM
Steven D. Grierson
CLERK OF THE COURT



COMP

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CASE NO: A-19-794924-B
Department 13

*Attorneys for Helping Hands
Wellness Center, Inc.*

**EIGHTH JUDICIAL DISTRICT COURT
CLARK COUNTY, NEVADA**

HELPING HANDS WELLNESS)
CENTER, INC., a Nevada corporation,)

Plaintiff,)

vs.)

LUSINE DANAYAN, an individual;)
JACK DANAYAN, an individual.)

Defendants.)

CASE NO:
DEPT NO.:

COMPLAINT FOR:

1. Breach of Contract /Settlement
2. Breach of Covenant of Good Faith and Fair Dealing

Plaintiff Helping Hands Wellness Center, Inc., by and through its counsel, Jared B. Kahn, Esq., hereby complains and alleges against Defendants Lusine Danayan and Jack Danayan, the following:

I. THE PARTIES, JURISDICTION AND VENUE

1. At all material times herein, Plaintiff Helping Hands Wellness Center, Inc., ("Plaintiff" or "HHWC") was a Nevada corporation lawfully permitted to operate in the State of Nevada.

2. At all material times herein, Defendant Lusine Danayan ("Lusine") was an

1 individual residing in the State of California. At all material times herein, Lusine was a
2 shareholder and officer of HHWC for its Nevada operations.

3 3. At all material times herein, Defendant Jack Danayan ("Jack") was a resident of
4 the State of California. At all material times herein, Jack was an authorized agent acting on
5 behalf of his daughter Lusine for the business matters involving HHWC.
6

7 4. All of the acts alleged to have taken place herein took place in the County of
8 Clark, State of Nevada, where HHWC is located, operates and conducts its business.

9 5. Plaintiff is informed and believes and herein alleges that, at all material times
10 herein, each of the Defendants were the agents, servants, directors, managers, or employees of
11 each co-defendants, and in doing the things herein alleged were acting in an agency, managerial
12 or employment capacity within the course and scope of their authority, whose acts and conduct
13 herein alleged were with the permission and consent of each of the co-defendants.
14

15 6. Each of the Defendants' actions and conduct were known to, authorized and
16 ratified by all defendants herein. Plaintiff is informed and believes and herein alleges, that all of
17 the conduct by the individual Defendants, was known to and authorized by all Defendants
18 herein.

19 **II. PERTINENT FACTS AND ALLEGATIONS**

20 **A. The HHWC Business and Jack's Express Agency Relationship**

21 7. On April 11, 2014, HHWC was formed for the purpose of operating a lawfully
22 licensed medical cannabis establishment for cultivation and production operations in North Las
23 Vegas, pursuant to NRS 453A, 453D, and applicable regulations.
24

25 8. At the time of formation, Lusine, at the direction of Jack, was named Secretary
26 and Director of HHWC.

27 9. At the time of formation, Lusine was a shareholder in HHWC.
28

1 10. Jack was expressly authorized to act for and on behalf of Lusine, as her agent,
2 for HHWC decision-making business matters and to negotiate Lusine's business matters on her
3 behalf as they pertained to the HHWC business.

4 11. HHWC permitted Lusine to expressly authorize and designate Jack as her agent
5 to represent her interests and act on her behalf involving HHWC business matters.

6 12. From the time of formation, Jack routinely and as expressly authorized acted as
7 Lusine's agent involving the HHWC business matters.

8 13. During the course of HHWC's business operations, the shareholders and officers
9 executed appropriate Shareholder and Officer Consents authorizing Klaris Terteryan ("Klaris"),
10 a shareholder and officer of HHWC, to act on behalf of the company for all of its business
11 matters. The Consent and authorization for Klaris to act on behalf of HHWC ratified prior
12 course of dealings in which Klaris, as an officer of HHWC, took actions for HHWC's best
13 business interests and authorized Klaris to act on behalf of all future HHWC business matters.

14 **B. HHWC Dispute with Defendants and the Settlement**

15 14. During the course of HHWC's business operations, the company received an
16 offer for the sale of cultivation and production assets.

17 15. HHWC discussed the proposed sale transaction with Defendants and obtained
18 their consent to agree to the terms of the sale.

19 16. HHWC then entered into a Letter of Intent ("LOI") with the purchaser to
20 memorialize the sale terms, the terms of which are confidential and cannot be disclosed herein,
21 with Klaris authorized to enter into the LOI on behalf of HHWC.

22 17. Subsequent to entering into the LOI but prior to the execution of the definitive
23 agreements for the sale of the HHWC assets contemplated by the LOI, a dispute arose between
24 HHWC and the Defendants.

1 18. In order to resolve the dispute and after painstaking negotiations, HHWC and
2 Defendants reached an agreement on all materials terms resolving their dispute, which in part,
3 involved entering into a Shareholder Interest Purchase Agreement for HHWC to purchase the
4 Lusine shareholder interest, a Settlement and Release Agreement, Lusine's resignation as an
5 officer of HHWC, and the execution of five (5) promissory notes for payment terms to Lusine
6 and a Security Agreement thereto (the "Settlement").
7

8 19. The Settlement was memorialized in final Settlement documents agreed upon by
9 all Parties.

10 20. Entering into the Settlement with Defendants was expressly contemplated and
11 agreed upon in order to finalize the sale of certain HHWC assets.

12 21. On May 10, 2019, Defendants' attorney sent to HHWC the final Settlement
13 documents incorporating all agreed upon material terms for execution by the Parties.
14

15 22. On May 10, 2019, HHWC, Klaris and her husband executed the Settlement
16 documents by Docusign and circulated the executed Settlement documents to Defendants for
17 execution.

18 23. On May 15, 2019, Defendants communicated they will not be signing the
19 Settlement documents despite all material terms having been agreed upon by the parties after
20 extensive negotiations, re-drafts and final dissemination by Defendants' counsel of the
21 Settlement documents.
22

23 24. Instead of agreeing to execute the agreed upon Settlement documents,
24 Defendants improperly and without justification demanded Plaintiff remit an immediate
25 payment of \$750,000.00 in order to obtain executed copies of the Settlement documents from
26 Defendant Lusine.

27 25. Defendants improperly and unlawfully breached the Settlement and refuse to
28

1 execute the appropriate Settlement documents, which would include a State of Nevada Transfer
 2 of Ownership form necessary to process the Shareholder Interest Purchase Agreement
 3 transferring Lusine's shareholder interest to HHWC.

4 26. As a result of Defendants' breach of the Settlement, the transaction for the sale
 5 of certain HHWC assets is jeopardized due to the inability of HHWC to complete the
 6 transaction without the completion of the Settlement with Defendants.

7 27. Defendants' breach is causing imminent harm to the sale transaction and to the
 8 viability of the operations of HHWC.

10 **III. CLAIMS FOR RELIEF**

11 **FIRST CLAIM FOR RELIEF** 12 **Breach of Contract/Settlement**

13 **(All Defendants)**

14 28. Plaintiff realleges and incorporates by reference each and every allegation
 15 contained in Paragraphs 1 through 26 above as though fully set forth herein.

16 29. Defendants entered into the Settlement with HHWC after agreeing to all material
 17 terms and conditions for the Settlement.

18 30. Defendants' counsel acknowledged on May 15, 2019, the parties agreed to all
 19 material terms of the Settlement despite Defendants refusal to execute the Settlement documents
 20 provided in final form by Defendants and executed by Plaintiff.

21 31. Defendants refusal to execute the necessary Settlement documents and instead
 22 demanding \$750,000.00 as a condition precedent to executing the Settlement documents is a
 23 material breach of the Settlement.

24 32. Defendants demand for the \$750,000 was not a provision agreed upon by the
 25 Parties when they reached agreement on all material terms and final drafts of the Settlement for
 26 execution.
 27
 28

1 43. Defendants breached the implied covenant of good faith and fair dealing by
2 breaching the Settlement and wrongfully and improperly demanding payment of \$750,000 in
3 order to execute the Settlement documents after Plaintiff had already executed the Settlement
4 documents.

5 44. Plaintiff had a justifiable and reasonable expectation to receive benefits from the
6 Settlement agreement with Defendants.

7 45. Defendants performed under the Settlement in such a manner that was unfaithful
8 to the purposes of it, thus, Plaintiff's justified expectations under the Settlement were denied.

9 46. Defendant's actions and breach were deliberate because of Defendants' demand
10 for payment of \$750,000 to execute the Settlement documents despite reaching agreement on all
11 material terms and the final agreements being disseminated by Defendants' counsel and signed
12 by Plaintiff.

13 47. As a result of the actions by Defendants, Plaintiff has been damaged in an
14 amount in excess of \$10,000.00.

15 48. As a result of the actions by Defendants, Plaintiff has suffered and will continue
16 to suffer damages unless Defendants specifically perform and execute the Settlement
17 documents.

18 49. As a result of the actions by Defendant, Plaintiff has incurred attorney fees and
19 costs and is entitled to reimbursement pursuant to the Settlement documents and NRS 18 *et seq.*

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1 WHEREFORE, Plaintiff prays for judgment and relief in its favor and against
2 Defendants Lusine Danayan and Jack Danayan, as follows:

- 3 1. For judgment in favor of Plaintiff and against Defendants in an amount to be
4 determined at trial, in excess of \$10,000, for Plaintiff's claims for relief;
- 5 2. For judgment in favor of Plaintiff and against Defendants ordering the specific
6 performance of Defendants to oblige to the terms of the Settlement and ordering
7 the execution of the applicable Settlement documents;
- 8 3. For judgment in favor of Plaintiff restraining Defendants from continued refusal
9 to execute the Settlement documents;
- 10 4. For an award of exemplary damages in favor of Plaintiff and against Defendants;
- 11 5. For an award of punitive damages in an amount to be proven at trial;
- 12 6. For prejudgment and post-judgment interest at the statutory or contract rate on
13 the damages awarded to Plaintiff;
- 14 7. For Plaintiff's attorney's fees and costs incurred herein; and,
- 15 8. For any such other and further relief as the Court deems just and proper.

16 DATED: May 15, 2019.

17
18
19 /s/ Jared B. Kahn
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